

Solicitation Number: 05-0001-21
**Support Service for the Office of Naval Research for the Electromagnetic
Weapon Programs, ONR 351**

The statement of work, order information, proposal submission requirements, and evaluation information are set forth below. Proposals from holders of Office of Naval Research (ONR) Multiple Award Contracts (MATOC) for support services under CLIN 0001 are due by 2:00 PM (local), 15 February 2005.

1.0 Background

ONR 351, the strike technology and weapons division includes programs in electromagnetic weaponry, specifically the innovative naval prototype for electromagnetic rail gun (INP-EMRG) and the high energy free electron laser (HE-FEL). These programs require understanding in multiple disciplines, not limited to energy management, ship integration, lethality, and unique physics related to naval surface fire support with long range projectiles, and directed lethality in a ship's self defense or cooperative defense role. Of particular import for this effort are:

1. Issues relevant to re-entry sciences of a projectile going from the exo-atmosphere (>90,000 feet) and entering the endo-atmosphere (<90,000 feet) and the resultant accuracy from various guidance options.
2. Laser effects on lethality
3. Technical assistance for the Free Electron Laser (FEL) Program, and numerous FEL projects. Assistance includes participating on FEL Technical Area Working Groups, correlating data on numerous FEL related technical efforts, and travel to participate in review meetings, conferences, working groups, and symposiums related to Free Electron Lasers.
4. Ship integration of large pulse forming networks (30MW continuous power, 200 Mega-Joules stored power) with weapons systems using high density energy storage (>1 Joule/cc) over very short durations of time (<10 milliseconds)
5. Ability to deal with Naval ship safety related to high voltage power systems (13.8KV) and Ordnance systems.
6. Ability to conduct analysis of Joint Strike Warfare involving Air Superiority and Precision Attack, and Air and Surface Battlespace requirements of Joint Littoral Warfare involving Aircraft, Naval Surface Fire Support, and Ship Self Defense.
7. Show a general and specific ability to handle analysis or take taskings in aeronautics, avionics, air vehicle propulsion, missile solid and air breathing propulsion, gun propulsion, missile and gun projectile guidance and control, warheads, fuze and safe and arm devices, fire control and targeting.

Proposers should show how they are familiar with the following documents:

- 1) ONR FEL Program Plan
- 2) ONR Rail Gun INP Program Execution Plan and Funding
- 3) NRAC Rail Gun Assessment
- 4) ASNE Presentations on [Naval Architecture](#) and High Energy Weapons System.

- 5) Center for Naval Analyses Projectile Assessments
- 6) OPNAV N7 Staffing and Program Officers Hierarchy
- 7) ONR Strike Technology Overview available at:
http://www.onr.navy.mil/sci_tech/special/351_strike/prog_weap.asp
- 8) National Science Council 2002 Review of the ONR Weapons Program, available at:
http://books.nap.edu/execsumm_pdf/10594.pdf

2.0 Statement of Work

The contractor shall provide technical and engineering support services to review, analyze, and process technical and top level financial data associated with maturity of approaches as per the technology areas listed above. These areas are cutting-edge technologies and can experience technical and programmatic problems in the development and eventual transition of the intellectual knowledge or capability to higher budget category activities.

2.1 Objective

Increase the efficiency and effectiveness of how the electric weapon programs of Code 35's strike division, ONR 351 are executed daily. Increased activity with the EM Railgun INP program and the Free Electron Laser program requires independent government support to conduct routine analyses and technical program reviews. The participants will be working directly with Program Officers of the Office of Naval Research.

2.2 Scope

The scope of the work to be performed for ONR 35 EM Weapons program, in Code 351 includes:

- Weapon Technology Discovery & Invention (D&I) technical and financial management support
- Innovative Naval Prototype technical and financial management support
- Electric Weapons Technology Special Projects (i.e., Congressional Adds) technical support
- EM Rail Gun Testing, Ship Integration and Safety technical and program management support
- FEL Testing, Ship Integration and Safety technical and program management support
- Support of classified technical assessment and analysis in Electric Weapons at SECRET and TOP SECRET levels.
- Writing Technical reviews of selected technical materials based on Industry Inputs and Commercial Searches

2.3 Technical Tasks/Requirements

The tasks for this effort require the contractor to assist the Electric Weapons Program Officers in ONR 351 in overall technical program management support on matters and issues consistent with ONR sponsored development projects, which includes:

- Document, track, analyze and report on technical issues/information

- Arrange, facilitate, and record program and technical reviews and meetings, conferences and seminar activities
- Prepare special presentations and reports to upper management within and external to the Navy
- Draft analyses, presentations, notes, assessments, and other materials on various related technical topics to Electric Weaponry, as requested, for use by ONR 35 personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, and the Congress
- Develop processes and procedures to meet program requirements, improve operability, and enable data dissemination
- Interface with the S&T requirements community and prepare requirements analyses matching technologies to Naval application of Electric Powered Weaponry.
- Provide coordination and technical support for applicable Enabling Capabilities to the Sea Strike and coordinate/collaborate with the Sea Shield, Sea Basing & ForceNet Pillars
- Attend preliminary and critical design reviews, status update reviews, financial status reviews and key demonstrations and testing as requested by ONR 351 Program Officers
- Perform analysis of program execution and assist in mid-year and end-of-year reviews
- Assist in developing Electric Weapon technical and programmatic materials supporting corporate level investment reviews
- Assist in the evaluation and fact-finding pertinent to on-going S&T efforts and support evaluation of proposals for Electric powered weaponry
- Perform at a Deputy Program Officer level for internal coordination within ONR as needed.
- Participate in strategic analyses, special studies and road mapping activities for improving planning, processes and S&T program investments
- Support engineering and programmatic assessments of ONR Electric Weapon Programs for investment portfolio and operations, providing evaluations and assessments of program balance and return on investments, and reviewing and assessing operational procedures

2.4 Reports Data and Other Deliverables

- Monthly Progress and Management Report – This report is due on a monthly basis and shall include a list of the effort performed and work accomplished during the reporting period. This is due no later than the fifth working day of the following month.
- Technical Reports and Technical Summaries, as required in presentation and written report formats.
- Software, data, and reports. The Contractor shall provide both soft copy (electronic) and hard copy formats for software (e.g. database updates), data, technical reports, studies and analysis, technical evaluations, briefing packages and other reports as required.

3.0 Personnel Requirements

3.1 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the statement of work. The following skill sets are anticipated to support the tasks:

All personnel must be thoroughly familiar and proficient in the use of commercial software packages such as Microsoft Windows, Word, Project, Excel and PowerPoint. In addition, the personnel should have some working knowledge of CITRIX MetaFrame networking software in use at ONR.

(<http://www.citrix.com/site/PS/solutions/solution.asp?solutionID=1408>)

3.1.2 DEPUTY PROGRAM MANAGER: For this position, the following qualifications are expected: A Graduate degree from an accredited university and five years of management experience in a related S&T discipline –OR- an undergraduate degree from an accredited university and ten years of management experience in a related S&T discipline; Ability to develop and execute complex technical tasks, to apply analytical problem solving methodologies, to provide technical direction to support staff, to interface with Government and prime contractor personnel, and to effectively allocate resources.

3.1.2 SENIOR ENGINEER: For this position, the following qualifications are expected: A Graduate degree from an accredited university with five years recent experience in a related Naval S&T discipline relating to Naval Surface Fire Support; A through knowledge of a related S&T disciplines and major Office of Naval Research acquisitions; Documented experience in the evaluation of proposed solutions in a specific or related technical area; coordination of teams of technical experts in the accomplishment of complex tasks.

3.1.3 SENIOR TECHNICAL ANALYST: For this position, the following qualifications are expected: A Bachelors degree from an accredited college or university and five years recent or relevant naval weapons experience in a related technical or business area –OR- eight years relevant experience in a related technical or business area. Knowledge of pertinent laws, standards, regulations, policies and precedent, which affect the use of program and related support resources in the area studied. The Sr. Analyst should also have knowledge and skill in applying analytical and evaluative methods and techniques to issues or studies concerning the efficiency and effectiveness of S&T program operations.

3.1.4 SENIOR RESEARCH SCIENTIST (EM Rail Gun): For this position, the following qualifications are expected: A Ph.D. degree in engineering or science from an accredited university with at least ten years experience in a S&T discipline related to EM Rail Guns or projectile guidance - OR - a Graduate degree in a technical field from an accredited university with fifteen years of experience and nationally recognized technical R&D experience as documented in technical reports or presentations – showing experience in a naval ordnance discipline, such as re-entry vehicles; or documented experience in and working knowledge of the government weapons related defense (DoD) programs.

3.1.5 SENIOR RESEARCH SCIENTIST (Laser): For this position, the following qualifications are expected: A Ph.D. degree in engineering or science from an accredited university with at least ten years experience in a S&T discipline related to Free Electron Lasers - OR - a Graduate degree in a technical field from an accredited university with twenty years of experience and has published technical reports or papers showing national leadership in R&D in a “Laser as a weapon” discipline, such as MIRACL or Airborne Laser Laboratory; This would

include but not be limited to documented technical experience in and working knowledge of the government defense programs.

3.1.6 ENGINEER: For this position, the following qualifications are expected: A Masters or Bachelors degree from an accredited university; a rudimentary knowledge of a related S&T discipline; documented experience in the evaluation of proposed solutions in a specific or related technical area; Ability to work with a team of technical experts in the accomplishment of complex tasks.

3.2 Level of Effort

3.2.1 The level of effort has been estimated for the proposed contract. Both a 12-month base period and four 12-month option periods have been defined. The total potential period of performance is 60-months.

3.2.2 Base Period: The base period of performance will be 12 months from the date of award. The effort anticipated for this period is approximately (3.5) man-years at an average rate of approximately (400) hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
DEPUTY PROGRAM MANAGER	500
SENIOR ENGINEER	2000
SENIOR TECHNICAL ANALYST	2000
SENIOR RESEARCH SCIENTIST (EM Rail Guns)	1000
SENIOR RESEARCH SCIENTIST (Lasers)	1000
ENGINEER (General)	500

Note: 2,000 hours are equivalent to one (1) man-year

3.2.3 Option Periods: The four option periods of performance will be 12 months each from the date of option's exercise. The effort anticipated for this period is approximately (4.0) man-years at an average rate of approximately (450) hours per month. A summary of the labor categories and the total anticipated hours for each 12-month option period is provided below.

Labor Category	Hours Per Year
DEPUTY PROGRAM MANAGER	500
SENIOR ENGINEER	2000
SENIOR TECHNICAL ANALYST	2000
SENIOR RESEARCH SCIENTIST (EM Rail Guns)	2000
SENIOR RESEARCH SCIENTIST (Lasers)	1000
ENGINEER	500

3.2.4 The above labor categories and hours are provided as the Government's best estimate of the work to be performed. The offeror may propose the same level of effort (hours and labor categories) or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirement. While the Government will consider an alternate level of effort, it is the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the extent that the level of effort proposed is different than the Government's estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the statement of work.

4.0 Order Details

4.1 Contract Type: The Navy anticipates awarding a cost plus fixed fee level of effort task order.

4.2 Period of Performance: Base period of twelve (12) months from time of award with four (4) one-year options.

4.3 Other Direct Costs (ODCs)

ODCs (including travel, supplies, etc.) will be reimbursed at cost plus G&A without profit or fee. Some foreign travel is expected in the effort for EM rail gun. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel must be approved in advance by the Contracting Officer's Representative (COR). The total Travel/ODC amount is not to exceed (NTE) \$15,000 per year. This NTE amount should be proposed and included as part of the cost total (without profit or fee) in every proposal submitted under this solicitation.

4.3.1 Travel and Per Diem - Travel will be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor.

4.3.2 Other Direct Costs (Other than Travel and Per Diem) - ODCs may be required to fully support this task requirement. At this time, the specific items cannot be identified; however, the ODC and Travel cost total cannot exceed the NTE amount stated in Section 4.3.

4.4 Place of Performance: It is anticipated that work will normally be performed at the Contractor's facilities, however, at times it may be necessary for contractor personnel to work at ONR (Arlington VA) or at required government facilities in the Washington DC Metropolitan area. If this occurs, the terms and conditions of 4.5.1 and 4.5.4 will apply.

4.5 Government Furnished Resources (GFR): The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR).

4.5.1 Facilities, Supplies and Services: The facilities required to perform the tasks outlined in the Statement of Work will be at the Contractor's place of business. The availability of any required computer resources while working in offsite Government facilities should be verified in advance with the designated Contracting Officer's Representative (COR).

4.5.2 Information: All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.

4.5.3 Documentation: All existing documentation relevant to this task's accomplishment will be made available to the Contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

4.5.4 Equipment: With the exception to the basic facility items noted Subsection 4.5.1, and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. PC's should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR.

Contractors may be required to obtain one or more Navy Marine Corps Intranet (NMCI) seats to perform the Task Order statement of work. ONR currently plans to formally transition to NMCI on or about 1 OCT 2005. During the performance of the Order, if either party (Government or Contractor) identifies a requirement for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the scope, structure or dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmci-eds.com/index.asp>.

4.6 Subcontracts/Consultants: Contractor may request or propose, on a case-by-case basis, subcontract/consultant support for specific technical tasks.

4.7 Security Requirements:

a) Clearance Requirements. During the performance of the effort, the Contractor may be required to have access to, and may be required to receive, generate, and store information classified to the level of SECRET. For personnel, a minimum of a SECRET clearance is required. Some positions related to lasers or EM rail gun efforts may require TOP SECRET access, but without storage requirements. These will be assessed on a case-by-case basis. Any

Contractor facilities used in support of this contract must be granted at least SECRET facility clearances and have the capability to store material classified up to and including SECRET. A DD Form 254 will be required prior to access or production of any classified information. Additionally, Contractor is required to safeguard the information labeled as proprietary.

b) Nondisclosure Agreement. In the course of its work, the selected Contractor will be required to execute a Nondisclosure Agreements (NDAs) as outlined in Section 5.2.1 of this solicitation.

4.8 Organizational Conflict of Interest

4.8.1 Safeguarding Information

The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

4.8.2 Organizational Restrictions

Support contractor's knowledge of competition sensitive information, described above, may unfairly affect its competitive position in future ONR research solicitations. The contractor understands that, during performance of the contract resulting from this Order solicitation and for a period of two years after the completion of its performance of the contract, the contractor, any affiliate of the contractor, any joint venture involving the contractor, any entity into or with which the contractor may merge or affiliate, or any other successor or assign of the contractor, may not be eligible to participate as a prime contractor, subcontractor, consultant, joint venture, partner, or other agreements directly impacted by the Electromagnetic Weapon or related programs.

5.0 Proposal Requirements

5.1 Proposal Format: The Offeror's proposal must be divided into two sections: (1) Technical Proposal, and (2) Cost Proposal. The length of the technical proposal shall not exceed ten (10) pages, exclusive of resumes. There are no page limits on the number of resumes or the

pages of the cost proposal. The proposal should be written and organized to be compatible with the Statement of Work, company's organization and accounting structure, and proposed cost.

(a) **Technical Proposal:** The technical proposal should include the following: The Offeror's understanding of and approach to the requirement, resumes of proposed personnel, and the amount of proposed hours for personnel. The Offeror should describe specifically how the work activities required to complete the tasks in the statement of work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the program office; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

The Offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and Government points of contact where applicable.

The Offeror should explain what corporate facilities are available and would be used in support of the work including computer resources, publication/media materials and equipment where appropriate. The proposal should acknowledge that the Contractor will provide the appropriate IT/telecommunications equipment for the proposed personnel for this task order.

(b) **Cost Proposal:** The contract should provide a summary cost proposal for the total effort (including base and option periods), as well as a cost proposal for each of the base and option periods. The Contractor should submit a cost proposal indicating the price per labor hour (to include cost and profit) for the quantities and types of labor proposed. The Contractor should break out the proposed direct labor categories, rates and hours, labor escalation rates, indirect rates (Fringe Benefits, on and off-site Overhead, G&A, Facilities Cost of Money, etc), any consultants/subcontracts, and the indirect rate, if any, to be applied to Travel/ODCs.

If available and applicable, the Contractor should also provide its Defense Contract Audit Agency (DCAA) point of contact, including the Branch Office name, auditor name, phone number and e-mail address.

5.2 Other Required Documents: Offerors should be aware that, upon receiving an award, the following additional documentation will be required:

5.2.1 Non-Disclosure Agreement. Each employee of the successful Offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the Contractor. Attachment A to this solicitation includes the current NDA that should be used, unless otherwise instructed by the Government.

5.3 Proposal Submission: The due date for submission of proposals for this solicitation is 2:00 PM (local time) on 15 February 2005. Proposals can be:

(a) Sent by regular mail or hand delivered. The original and two copies must arrive by the above deadline at the following address:

Office of Naval Research
Attention: Mark Chadwick, ONR 0253, RM 720
800 North Quincy Street
Arlington, VA 22217-5660
Ref: 05-0001-21

6.0 Evaluation Information

6.1 Evaluation Criteria: A Task Order will be awarded to the responsible offeror whose offer represents the best value to the Government. In order to determine which offeror represents the best overall value, offers for individual task orders will be evaluated on the following Technical and Price/Cost Factors:

Technical Factors

- (1) Proposed personnel
- (2) Management Plan and Technical Approach
- (3) Past performance on earlier tasks under this and similar contracts
- (4) Corporate Facilities
- (5) Existing Security Clearances of proposed personnel

Price/Cost Factors

- (5) Cost

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, considering both Technical and Cost Factors.

The Offeror's technical capability (as measured by the Technical Factors) is significantly more important than the Cost Factor. In regards to the stated Technical Factors, Technical Factor 1 is of the greatest weight; Technical Factors 2 through 3 are equally weighted. Technical Factor 4 is of less value than all other Technical Factors.

Although Cost is significantly less important than all of the Technical Factors combined, it will not be ignored. The degree of its importance will increase with the degree of equality of the Task Order proposals in relation to the other factors on which selection is to be based, or when the Cost is so significantly high as to diminish the value of the technical superiority to the Government.

ONR will not select an Offeror for award on the basis of a relatively superior technical merit without concern for the amount of its cost or price. The relative impact that technical merit and

cost or price will have on the source selection decision will depend, in part, on the marginal differences among the competing Offerors.

In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Contractor's performance with previous orders, if any, under this contract and similar contracts.

6.2. Award: The Government will award a task order to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost and other factors considered. The anticipated award and start date of this Order is on or around 01 March 2005. Attachment B to this solicitation is provided as an example of the type of task order that will be issued.

7.0 Submission of Questions: Any questions regarding this solicitation must be provided in writing to the Point of Contact listed below. Acceptable forms of written question submission include fax and e-mail. Questions submitted less than 72 hours prior to the closing date for proposals may not be answered and the due date for submission of proposals may not be extended.

8.0 Solicitation Amendments: Any amendments to this solicitation will be posted along with the solicitation on the ONR website. An e-mail notice will be sent to all potential Offerors at the time the amendment is posted. It is the Offeror's responsibility to regularly check for e-mail notices and the posting of solicitations/amendments.

9.0 Point of Contact: The Point of Contact for this solicitation is:

Mark Chadwick
Senior Contracting Officer
Fax: 703/696-0066
E-mail: chadwim@onr.navy.mil

Attachment A

Non-Disclosure Agreement Regarding Contractor Support for the Office of Naval Research

The undersigned individual, _____, agrees, both in his personal capacity and as an employee of _____ as follows:

BACKGROUND

1. The mission of the Office of Naval Research is to plan, foster, and encourage scientific research and technology development in recognition of their paramount importance in the maintenance of future naval power and the preservation of national security. ONR provides for the continuing technological superiority of U.S. naval forces, by providing the Department of the Navy (DoN) with mission-relevant, affordable new capabilities that create and exploit scientific breakthroughs, respond to fleet requirements, and support strategic U.S. industries. ONR requires contractor technical services and research support in order to meet these requirements. The services/support that may be provided to ONR by contractor personnel include but are not limited to the following:

i. Assist ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, including assisting in the evaluation of white papers, proposals, program/project planning, investment reviews, technology assessments, data analyses, conference and seminar activities, and financial issues.

ii. Provide support in the financial execution of ONR programs. Monitor availability and use of funds. Review financial documents and plans for impact on program objectives and requirements. Prepare internal financial notices, instructions, guidelines and reports. Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones. Coordinate preparation and review of actual and projected funding estimates, justifications and strategies. Identify deficiencies, excesses, trends and imbalances to assure funds availability. Work with program personnel to expedite financial execution and ensure programmatic benchmarks are met.

iii. Draft analyses, presentations, notes, assessments, testimonies, speeches, and other materials on various technical/management topics, as requested, for use by ONR personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, other federal and state agencies and the U.S. Congress.

iv. Provide assistance in the areas of information technology to include database design and maintenance, software development, graphics and reproduction, and other allowable materials and services.

v. Provide administrative and management support in the execution of ONR programs to include the preparation of official documents and files for execution by Government employees.

vi. Provide support on technical, programmatic and operational matters pertaining to the diverse array of technologies investigated and supported by ONR.

2. The undersigned individual is serving as contractor support for ONR. As such, he has and will continue to come into contact with proprietary technical and commercial information. He likewise will have access to sensitive internal information developed by or on behalf of the Government in connection with the accomplishment of ONR's mission.

AGREEMENT

1. The undersigned individual agrees that he will not disclose to any individual, company, or Government Representative¹ any information² relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The undersigned individual agrees that he will promptly notify the ONR Office of Counsel of any attempt by an individual (including any contractor personnel), company or Government Representative to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative seeking access to such information.

2. The undersigned and his employer acknowledge that the owner of any proprietary information improperly disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. In the event of an unauthorized disclosure of proprietary information, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement.

FOR THESE REASONS the undersigned individual agrees on his own behalf, and his employer likewise concurs, to protect, respect and not disclose the proprietary information and Government mission- and procurement-sensitive information that may come to their attention as part of the contract assistance provided to ONR.

Employee Signature _____

Printed Name _____

Date _____

Concurrence by the employer:

Supervisor/Manager Signature _____

Printed Name _____

Date _____

¹ Government Representative is defined as any Government employee, either military or civilian, not assigned to the activity or program office for which the effort is being performed.

² This information includes, but is not limited to, contractor proposals, proprietary data and commercial information, reports and other information in the Government's possession, including information contained in contracts/grants/agreements and associated records and files.

Attachment B (Sample only)

1. SCHEDULE OF SUPPLIES AND SERVICES

Item No.	Description of Supplies/Services	Estimated Cost	Fixed Fee	Estimated CPFF
BASE PERIOD				
0001	Technical, Programmatic and Engineering Support Services to the Office of Naval Research Electromagnetic Weapon Program in accordance with the Task Order Statement of Work. <i>000101 ACRN AA</i>			
0002	Travel and Other Direct Costs (Not to Exceed) <i>000201 ACRN AA</i>			
Total Base				
OPTION PERIOD I				
0003	Technical, Programmatic and Engineering Support Services to the Office of Naval Research Electromagnetic Weapon Program in accordance with the Task Order Statement of Work.			
0004	Travel and Other Direct Costs (Not to Exceed)			
Total Option Period I				
OPTION PERIOD II				
0005	Technical, Programmatic and Engineering Support Services to the Office of Naval Research Electromagnetic Weapon Program in accordance with the Task Order Statement of Work.			
0006	Travel and Other Direct Costs (Not to Exceed)			
Total Option Period II				
OPTION PERIOD III				
0007	Technical, Programmatic and Engineering Support Services to the Office of Naval Research Electromagnetic Weapon Program in accordance with the Task Order Statement of Work.			
0008	Travel and Other Direct Costs (Not to Exceed)			
Total Option Period III				
OPTION PERIOD IV				
0009	Technical, Programmatic and Engineering Support Services to the Office of Naval Research Electromagnetic Weapon Program in accordance with the Task Order Statement of Work.			
0010	Travel and Other Direct Costs (Not to Exceed)			
Total Option Period IV				
TOTAL ESTIMATED TASK ORDER CONSIDERATION				

2. PERIOD OF PERFORMANCE FOR TASK ORDER

The Contractor shall use its best efforts to perform the tasks and complete the deliveries during the stated periods below in accordance with the Statement of Work, Attachment Number 1:

- a. The effort performed under the base period (CLINs 0001 and 0002) shall be conducted from the date of award through twelve (12) months thereafter.
- b. If Option I is exercised, the effort performed under CLINs 0003 and 0004 shall be conducted during the period from the effective date of the option through 12 months.
- c. If Option II is exercised, the effort performed under CLINs 0005 and 0006 shall be conducted during the period from the effective date of the option through 12 months.
- d. If Option III is exercised, the effort performed under CLINs 0007 and 0008 shall be conducted during the period from the effective date of the option through 12 months.
- e. If Option IV is exercised, the effort performed under CLINs 0009 and 0010 shall be conducted during the period from the effective date of the option through 12 months.

3. STATEMENT OF WORK

The contractor shall perform its services and make its deliveries in accordance with the Statement of Work, Attachment No. 1, of this Task Order.

4. DELIVERABLES:

The contractor shall submit the reports as described in Section (TBD) of the Statement of Work, Attachment No 1 to the designated Program Officer/Contracting Officer's Representative identified in Paragraph (TBD) of this Order, F.O.B. Destination.

5. INSPECTION AND ACCEPTANCE

Inspection and Acceptance of Deliveries under this contract will be accomplished by the Program Officer/Contracting Officer's Representative designated below, who shall have at least thirty (30) days after contractual delivery for acceptance.

Office Of Naval Research
Attn: TBD
Ballston Tower One
800 N Quincy Street
Arlington, VA 22217
Telephone: TBD
E-Mail: TBD

6. ALLOTMENT OF FUNDS

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$*; including an estimated cost of \$* and a fixed fee of \$*.

(b) It is hereby understood and agreed that CLIN 0001 will not exceed a total amount of \$*; including an estimated cost of \$* and a fixed fee of \$*. The total amount presently available for payment and allotted to CLIN 0001 of this contract is \$*; including an estimated cost of \$* and a fixed fee of \$*. It is estimated that the amount allotted of \$* will cover the period from date of award through * months thereafter.

(c) It is hereby understood and agreed that CLIN 0002 will not exceed a total amount of \$*. The total amount presently available for payment and allotted to CLIN 0002 of this contract is \$*. It is estimated that the amount allotted of \$60,000 will cover the period from date of award through * months thereafter.

7. LEVEL OF EFFORT ONR 5252.216-9706 (DEC 88)

(1) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for the performance of this contract shall be ____ total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in Paragraph 11 below.

(2) The level of effort for this contract shall be expended at an average rate of ____ hours per month for the base period and each subsequent option period. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(3) The Contractor is required to notify the Contracting Officer when any of the following situations occur or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(4) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fixed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(5) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph 1 above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(6) If the total level of effort specified in paragraph 1 above is not provided by the Contractor during the period of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph 1 shall have been expended, at no increase in the fixed fee of this contract.

(7) In the event the government fails to fully fund the contract in a timely manner, the term of the contract will be extended accordingly with no change to cost or fee. If the government

fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(8) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph 1 above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the contractor has delivered at least 95% of the level of effort required in paragraph 1 above.

(9) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort that was estimated by the government or proposed by the Contractor.

(10) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Costs" or "Limitation of Funds", either of which clauses as incorporated herein applies to this contract.

(11) An estimated breakdown of the total level of effort is as follows:

Labor Category	Annual Hours
Base	*
Option I	*
Option II	*
Option III	*
Option IV	*

**8. SSP 5252.216-9775 INCREASE IN LEVEL OF EFFORT (COST-REIMBURSEMENT)
(MAR 1992)**

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section C of this contract, to increase the level of effort by up to thirty percent (30%) of the total level of effort for that period at the same labor mix as proposed in the contract for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

$$IEC = (ILOE/LOE) \quad \times \quad EC$$

$$IFF = (ILOE/LOE) \quad \times \quad FF$$

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

LOE = The level of effort contracted for the contract year in which the level of effort is increased.

EC = The estimated cost contracted for in the contract year in which the level of effort is increased.

IFF = The increase in the fixed fee.

FF = The fixed fee contracted for in the contract year in which the level of effort is increased.

This option may be exercised at any time or times prior to the end of the affected period provided however, that the exercise of such option must give the Contractor sufficient time to provide all of the man-hours for that period, including the increase, by the end of the affected period.

(b) Any exercise by the Government of its option rights under this clause shall be effected by written notice from the Contracting Officer.

(c) The exercise of the option shall be formally reflected by a modification to this contract increasing the estimated cost and fixed fee and adjusting the Level of Effort provision for the affected contract period.

9. KEY PERSONNEL ONR 5252.237-9705 (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 60 days in advance 90 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

10. ONR 55252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is:

Mailing Address: Office of Naval Research, 800 North Quincy Street, BCT1, Arlington VA 22217

Telephone No:

The Alternate COR for this contract is:

Name: None Assigned.

Code:

Mailing Address:

Telephone No:

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

11. Place of Performance: It is anticipated that work will normally be performed at the Contractor's facilities, however, at times it may be necessary for contractor personnel to work at ONR (Arlington VA) or at required government facilities in the Washington DC Metropolitan area. If this occurs, Paragraphs 13 and 16 will apply.

12. Government Furnished Resources (GFR): The Government will provide information, material and forms unique to the Government for supporting the task.

13. Facilities, Supplies and Services: The facilities required to perform the tasks outlined in the Statement of Work will be at the Contractor's place of business. The availability of any required computer resources while working in offsite Government facilities should be verified in advance with the designated Contracting Officer's Representative (COR).

14. Information: All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.

15. Documentation: All existing documentation relevant to this task's accomplishment will be made available to the Contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

16. Equipment: With the exception to the basic facility items noted Paragraph 13, and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. PC's should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR.

Contractors may be required to obtain one or more Navy Marine Corps Intranet (NMCI) seats to perform the Task Order statement of work. ONR currently plans to formally transition to NMCI on or about 1 OCT 2005. During the performance of the Order, if either party (Government or Contractor) identifies a requirement for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the scope, structure or dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmci-eds.com/index.asp>.

17. Security Requirements:

a) Clearance Requirements. During the performance of the effort, the Contractor may be required to have access to, and may be required to receive, generate, and store information classified to the level of SECRET. For personnel, a minimum of a SECRET clearance is required. Some positions related to lasers or EM rail gun efforts may require TOP SECRET access, but without storage requirements. These will be assessed on a case-by-case basis. Any Contractor facilities used in support of this contract must be granted at least SECRET facility clearances and have the capability to store material classified up to and including SECRET. A DD Form 254 will be required prior to access or production of any classified information. Additionally, Contractor is required to safeguard the information labeled as proprietary.

b) Nondisclosure Agreement. In the course of its work, the selected Contractor will be required to execute a Nondisclosure Agreements (NDAs) as outlined in Section 5.2.1 of this solicitation.

18. Organizational Conflict of Interest

18.1 Safeguarding Information

The parties acknowledge that, during performance this Order, the contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress

that the information shall not be disclosed to any other party or to contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

18.2 Organizational Restrictions

Support contractor's knowledge of competition sensitive information, described above, may unfairly affect its competitive position in future ONR research solicitations. The contractor understands that, during performance of this Order and for a period of two years after the completion of its performance, the contractor, any affiliate of the contractor, any joint venture involving the contractor, any entity into or with which the contractor may merge or affiliate, or any other successor or assign of the contractor, may not be eligible to participate as a prime contractor, subcontractor, consultant, joint venture, partner, or other agreements directly impacted by the Electromagnetic Weapon or related programs.

19. ATTACHMENTS

1. Attachment Number 1, entitled, "Statement of Work," TBD pages
2. Attachment Number 2, entitled, "Personnel qualifications," 2 pages.
3. Attachment Number 3, entitled, "Financial Accounting Data Sheet," 1 page